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7. Appeal and Error (§ 1060 (1*))—Sustaining of Objection to Remarks of Counsel Held Harmless.—In action for damages from fire set by electric locomotive, action of court in sustaining objection to remarks of railroad's attorney that it was a matter of common knowledge that electric locomotives are the best and safest for preventing fires, made in absence of evidence of the merits of such locomotives, if error, was harmless.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 714.]

8. Appeal and Error (§ 1001 (1*))—Verdict Supported by Evidence Not Disturbed.—Verdict will not be disturbed where not plainly wrong or without supporting evidence.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 620 et seq.]

Error to Circuit Court, Princess Anne County.

Action by C. H. Fentress and another against the Norfolk Southern Railroad Company. Judgment for plaintiffs, and defendant brings error. Amended and affirmed.

J. G. Martin, of Norfolk, for plaintiff in error.

J. E. Cole, of Norfolk, for defendant in error.

BOICE *v.* FINANCE & GUARANTY CORPORATION.

March 18, 1920.

[102 S. E. 591.]

1. Chattel Mortgages (§ 225 (1*))—Statute Making Property of Dealer Liable to Creditors Not Applicable to Purchasers.—Code 1904, § 2877, providing that, if any person transact business in his own name, all property acquired or used in the business shall as to creditors be liable for his debts, cannot be extended to purchasers, and hence is not determinative of the rights of a purchaser of mortgaged property from a dealer.

2. Statutes (§ 190*)—Construction Not Permissible When Not Needed.—It is not permissible to interpret statutory provisions which need no interpretation.

3. Chattel Mortgages (§ 188 (2*))—Void When Mortgagor Dealer Permitted to Expose Property for Sale.—Property bought for the express purpose of daily indiscriminate sale to the general public, exposed for such sale at the place of business of a licensed dealer, and over which the dealer is permitted to exercise the dominion of an owner, cannot be made the subject of a valid chattel mortgage, though, as in the case of an automobile, it is of considerable size and value, and capable of identification.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

4. Chattel Mortgages (§ 188 (2)*)—Mortgagee, Permitting Seller to Act as Owner, Estopped to Assert Title.—An owner, who stands by and permits a seller, who is a licensed dealer in such goods, to hold himself out to the world as owner, treat the goods as his own, place them with other similar goods in a public showroom, and offer them indiscriminately with his own to the public, is estopped to assert ownership against a purchaser for value without notice, and constructive notice, furnished by a recorded mortgage or deed of trust, is insufficient.

5. Chattel Mortgages (§ 219*)—Provision against Sale Waived by Permitting Violation.—Though a chattel mortgage on an automobile given by a dealer in automobiles expressly stipulated against sale, conversion, or removal without the mortgagee's written consent, the stipulation was waived, if its violation was knowingly permitted by the mortgagee.

6. Principal and Agent (§ 177 (3)*)—Knowledge That Mortgagor Was Exhibiting Chattels for Sale Chargeable to Principal.—Where plaintiff made loans on automobiles to a dealer, taking chattel mortgage, being represented in each transaction by an agent, his knowledge that the dealer was exhibiting them for sale was the knowledge of his principal.

Error to Law and Equity Court of City of Richmond.

Action by the Finance & Guaranty Corporation against C. Boice. Judgment for plaintiff, and defendant brings error. Reversed, and action dismissed.

Williams & Mullen, of Richmond, for plaintiff in error.

Munford, Hunton, Williams & Anderson, of Richmond, for defendant in error.

O'NEIL *v.* CHEATWOOD.

March 18, 1920.

[102 S. E. 596.]

Chattel Mortgages (§§ 188 (2), 229 (3)*)—Bill of Sale to Lender on Automobile Void as to Buyer without Notice.—Where bill of sale covering automobile was given by dealer to plaintiff, who had lent money to him to enable him to secure the car from the freight office, and the automobile was left for sale with the dealer, the bill of sale was void as to defendant, buyer of the car from the dealer, and unless she had some notice of the lenders' title, other than that afforded by recordation of the bill of sale, she took good title as against him; the burden of proof being on the lender as to such notice, in his action of detinue.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.